ANKENY CSD/PPME #2003 (BLUE COLLAR) 06-08

Ankeny Community School District

Support Staff Contract



2006-2008

Ankeny School District 306 S.W. School Street Ankeny, Iowa 50023

Board of Education

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Preamble

This Agreement is entered into between Ankeny Community School District and Public Professional and Maintenance Employees, Local 2003, International Union of Painters and Allied Trades and represents the complete and final agreement on all bargaining issues.

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

Recognition

Unit

The Employer hereby recognizes the Union as the exclusive bargaining representative for, and limited to, the appropriate bargaining unit as determined and ordered by the Iowa Public Employment Relations Board in Case No. 4809 issued by the PERB on the 1st day of March, 1993 and any amendments thereto. The unit described in the above Certifications as follows:

INCLUDED: All regular full-time and part-time bus drivers; custodians; light duty custodians; maintenance employees; mechanics; deliver drivers; food service employees; print shop employees; associates; building secretaries; maintenance and transportation secretaries; and bus chaperones.

EXCLUDED: All professional employees; central office employees; print shop supervisor; food service managers; transportation supervisor; maintenance supervisor; and all others excluded by the Act.

Definitions

A. The term "Employer" as used in this Agreement shall mean the Ankeny Community School District. The term "Board" as used in

this Agreement shall mean the Board of Directors of the Ankeny Community School District or its duly authorized representative.

- B. The term "Employees" as used in this Agreement shall mean any Employees included in the bargaining unit.
- C. The term "Union" as used in this Agreement shall mean the Public Professional and Maintenance Employees Local 2003, IUPAT, or its duly authorized representative.
- D. The term "Act" as used in this Agreement shall mean the Iowa Public Employment Relations Act, Chapter 20 of the Code of Iowa, and any amendments thereto.
- E. The term "regularly scheduled full-time employee" as used in this Agreement shall mean an employee whose regularly scheduled duties constitute 30 or more hours per week excluding transportation field trips, activity trips, Community Education scheduled trips and works at least 180 days per year.
- F. The term "immediate family" as used in this agreement shall mean father, mother, son, daughter, corresponding in-laws of the prior relatives; step-parent, step-child, grandparent, grandchild, husband and wife.

The Employer may designate an employee as a regular full-time employee even if the employee does not meet the definition in this paragraph if the purpose of such designation is to preserve the benefits of employees in a position which had included benefits prior to July 1, 1993.

Union Rights

A. Use of Facilities

The Union shall have the right to hold a reasonable number of

meetings on school district property before and after regular school hours, provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the District, resulting from such meetings, will be borne by the Union. As appropriate, given school district policy, such meetings will be scheduled with the district office or local school.

B. Communications

The Union shall have the right to post notices of activities and matters of Union concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as employees' lounges and workrooms, but not in areas normally open to the public or students. The Union may use the district mail service and employee mailboxes for communications to employees.

C. Access to Members

The business representatives of the Union, after obtaining prior approval from the Superintendent or designated representative, will be permitted to visit the school buildings and/or bus garage to ascertain that the Agreement is being complied with, provided such visits do not interfere with Employer's operation. The Union shall identify its business representative to the Superintendent or designee prior to any such visits.

D. Information

The Union may obtain, on request, such financial information on the District which is generally available to the public.

E. Exclusive Rights

The rights granted herein to any union shall not be granted or extended to any other organization claiming to represent the employees' organization.

F. Stewards

The Employer recognized the Union's right to select stewards of the bargaining unit. The Union shall notify the Employer of the name of the Union stewards.

Employee Rights

Employees shall have the right to:

- A. Organize, or form, join, or assist any employee organization.
- B. Negotiate collectively through representatives of their own choosing.
- C. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by the Act or any other law of the state.
- D. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessments of service fees of any type.

Dues Deduction

- A. Employees have the right under state law to join, or not to join, the union.
- B. The Union will distribute to its members an authorization form for dues deduction. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing payroll deduction for Union dues. An employee may terminate the dues checkoff at any time by giving thirty (30) days written notice to the Employer. The

employer will furnish a copy of the written notice to the Union.

- C. Deductions under this provision shall only include the regular periodic amounts required to maintain the employees as a member in good standing, and shall not include initiation or other fees required by the Union. The Union shall submit to the District a document setting forth its dues structure.
- D. The Union hereby agrees to indemnify and forever hold the Employer harmless for any liability whatsoever arising from or otherwise concerning the provisions of this Article.
- E. The Employer shall transmit to the Union the dues deducted within fifteen (15) days of the employee's second monthly pay day, together with a list of the employees for whom the deduction was made, the amount deducted.
- F. Any employee who wishes to join the union will submit to the District, in writing, authorization for dues deduction. This authorization will remain in effect until the employee is no longer employed by the District or the employee terminates dues deductions.

Hours of Work

- A. Employees will be notified of their normal work hours by their supervisor. Employees will be given fifteen (15) days notice of any permanent change in the normal hours of work.
- B. An Employee's hours may be temporarily changed by a supervisor or managerial employee. A temporary change for purposes of this Article is a change of fifteen (15) or fewer consecutive workdays. Nothing in this Article or in the designation of normal work hours constitutes a guarantee of hours and Employees shall be paid only for actual hours worked. Employee lunch periods shall be unpaid.
- C. All classified employees work schedules shall provide for the

following lunch periods and paid rest periods:

- 1. Employees working 6 hours per day or more shall have an unpaid 1/2 hour lunch break and two (2) fifteen (15) minute paid rest periods during their working day.
- 2. Employees working five (5) hours, but less than six (6) hours per day shall have two (2) fifteen (15) minute paid rest periods during their work day and may mutually agree with their supervisor to have an unpaid 1/2 hour lunch break.
- 3. Employees working two (2) hours per day but less than five (5) hours shall have one (1) fifteen (15) minute paid rest period during their work day.
- D. An employee called into work at times other than their normal work schedule will be paid one (1) hour, or the actual hours worked, whichever is greater.
- E. The work week will be from 12:01 A.M. Sunday to 12 o'clock midnight Saturday.
- F. Employees shall be paid for hours worked based upon the time recorded for the work performed. Where the Employer provides a time clock for recording time worked, employees shall accurately record the starting and ending time of their work using the time clock. Where the Employer has not provided a time clock, employees shall enter their hours actually worked on the time sheets provided by the employer.

Overtime

A. All overtime must be approved in advance by the employee's immediate supervisor or by the supervisory or managerial employee who assigned the employee to the overtime hours. All overtime will be paid based on the regulations of the Fair Labor Standards Act as amended. All overtime will be a 1 1/2 times the employee's

regular rate or in the case of multiple jobs, a weighted average hourly rate earned during the week. All paid leave time will not count as time worked when computing overtime.

B. Paid vacation and paid holiday leave shall count as time worked when computing overtime.

Temporary Leaves

Employees may be entitled to the following temporary, non-accumulative leaves of absence with pay each Agreement year.

- 1. Personal/Emergency At the beginning of every school year, each employee shall be credited with two (2) personal leave days, which shall be accumulated to a maximum of five (5) to be used at the employee's discretion subject to the provisions set forth below:
 - a. An employee planning such use shall notify the Employer or a designee of the Employer at least two (2) school days in advance of taking such leave.
 - b. No personal leave will be granted during parent-teacher conferences, one day before or after a school holiday or vacation period, and/or during the first and last five (5) days of school.
 - c. Such leave will be granted for only one-half (1/2) day increments.
 - d. Exceptions to the requirements of subparagraphs a through c can be made by the Superintendent or designee in his or her sole discretion, including circumstances recognized as emergencies by the Superintendent or Principal.
- 2. Family Illness At the beginning of every school year, each Employee shall be credited with five (5) days for illness in the immediate family. Such leave shall be granted in one-half (1/2) day increments.

An employee may use one day of personal leave as family illness leave, in which case the restrictions in paragraph 1 shall not apply.

3. Bereavement Leave:

- a. Eleven (11) paid days of leave per year shall be available to an Employee for the death of immediate family members, relatives, and friends. Employees may use a maximum of five (5) days per death. Leave must be used in consecutive days. A half day of bereavement leave may be taken, but consecutive partial days are not permitted.
- b. An Employee may use personal leave for bereavement leave, in which case the restrictions of paragraph 1 do not apply. This is in addition to the 11 days and may be used to extend the 5 day maximum.
- 4. Medical/Dental Employees may be allowed release time for medical and dental appointments. All release time may be made up at the discretion of the supervisor. Medical or dental appointments necessary because of an illness or injury shall be considered sick leave.
- 5. Other Leave The employer, in its discretion, may grant other paid, partially paid, or unpaid leave upon the filing of a written request for such leave by an employee.

Sick Leave

Employees shall be entitled to the following sick leave amounts:

1.	The first year of employment	12 days
2.	The second year of employment	14 days
3.	The third year of employment	17 days

Seventeen days after the third year of employment up to a total maximum accumulation of one hundred twenty (120) days. Persons working less than regularly scheduled full-time will be entitled to sick

leave as listed above. However, days will mean full-time equivalent days prorated for all part-time employees, including bus drivers, based upon daily hours worked for the district.

The above amounts shall apply to consecutive years of employment in the Employer's district. The school board shall in each instance require such reasonable evidence as it may desire confirming the necessity for such leave of absence.

Employees wishing to use sick leave must notify their supervisor before taking such leave, if they become sick while at work. If an employee is unable to come to work because of illness, they should notify their supervisor before their starting time the day of the absence. Such leave shall be as of the first official day of said fiscal year.

If an employee is absent for three (3) consecutive days or more, the District shall require the employee to furnish a doctor's statement verifying he or she was sick and unable to work. The employee shall furnish the requested statement before returning to work.

Notification of Accumulation — Upon request by the employee, a written accounting of accumulated sick leave will be provided. The minimum usage of sick leave shall be one-quarter (1/4) day.

Employees hired after September first will be allowed prorated sick leave.

Anticipated Periods of Disability — An Employee who anticipates a period of disability during the school year for reasons other than an immediate emergency, shall advise in writing to their supervisor as soon as the need for such period of disability becomes known to the Employee. The Employee shall inform their supervisor of the probable dates of commencement and termination of such periods of disability. This paragraph is intended to apply to all anticipated non-emergency disabilities. Examples include but are not limited to gall bladder surgery, prostate surgery, and pregnancy. This paragraph shall be administered in accordance with FMLA.

Jury Duty

Employees summoned for jury duty shall be granted leave for such purpose. In order that no one shall suffer financial loss because of such absence, the difference between the employee's normal salary and the compensation for jury duty shall be paid. Employees called for jury duty must, however, report back to work should the employee be released from jury duty prior to the expiration of half their work shift.

Union Leave

A leave of absence without pay for up to one (1) year shall be granted to an employee for the purpose of serving as an officer or employee of the Union or the International Union of Painters and Allied Trades. Upon return from such leave, the employee shall be placed at the position on the salary schedule to which they would have been entitled at the time the leave commenced.

Holidays

A. Full-time 12 month employees shall be eligible for the following holidays:

July 4, Friday before Ankeny Summerfest, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, 1st Day of Spring Break, and Memorial Day.

The Employer shall pay as a holiday the day before and/or the day after December 25th and January 1 provided that the day falls on a weekday and school is not in session. If July 4, Christmas Day or New Year's Day falls on a Saturday or Sunday, the Employer will designate either the Friday before or the Monday after as the day to observe the holiday.

- B. Full-time employees eligible for holidays will be paid the number of hours they are regularly scheduled to work at the time of the holiday. Part-time employees who work on a holiday shall be paid one and one-half times their normal hourly rate of pay.
- C. Full-time employees who work on a holiday shall be paid one and one-half (1 1/2) times their normal hourly rate of pay and will receive holiday pay at their regular rate.
- D. Regularly schedule full-time employees (Definition, E), shall be eligible for one paid holiday on New Year's Day effective July 1, 2002. Effective July 1, 2006, regularly scheduled full-time employees (Definition, E), shall be eligible for paid holidays on Christmas Day and New Year's Day.

Vacation Days

A. All 12-month full-time employees shall be eligible for vacation as follows:

Years Worked	Vacation Days Earned
1-4	10
After 5	11
After 6	12
After 7	13
After 8	14
After 9	15
After 10	20

- B. A vacation day will consist of the number of hours the employee is regularly scheduled to work.
- C. Full-time employees terminating employment shall be paid for any vacation days that they have earned.
- D. Full-time employees must take vacation during the fiscal year or the days will be lost. Vacation cannot accrue from year to year.

- E. If the Employee is requested to work on his/her vacation, he/she will be paid 1 1/2 times the normal rate of pay.
- F. Employees shall request approval for vacation days not less than 14 days in advance of the commencement of the vacation. The Employer will advise the Employee of the approval or disapproval of a requested vacation within seven days of the request. Employees are encouraged to request vacations more than 14 days in advance to facilitate scheduling of work and vacations for other Employees. The Employer may waive the requirement for advance approval of vacation days when it is in the interest of the Employer to allow the Employee to use vacation time for an absence.
- G. Employees eligible for vacation who are hired after July 1 will earn a prorated amount of vacation available at the end of the fiscal year. Employees leaving their employment before the end of the fiscal year are entitled to a prorated amount based upon the portion of the fiscal year worked.

Wages and Salaries

- A. Schedule The salary of all employees covered by the regular salary schedule, shall be set forth in Schedule A which is attached hereto and made a part hereof. The new wage rate for each contract will begin with the pay period that includes July 1st.
- B. Placement on Salary Schedule
 - 1. New employees with no experience related to the job classification shall be placed on the Entry Level salary for the job classification.
 - 2. The Employer shall determine the job related experience of a successful applicant. If the applicant has more than one year of job related experience, the experience credit received by the applicant shall not be less than the Minimum for Returning Employees or more than 95% of the pay for an existing

employee with the same work experience. If a maintenance or mechanic applicant has more experience than any existing employee, the applicant's wage shall not exceed the maximum pay for the job classification. The Employer will provide the Union Business Representative a monthly list of employees hired with experience credit and the rate of pay at which they were hired.

- 3. An employee with previous work experience in the job classification at Ankeny shall be given credit for each full year of experience previously worked in the job classification.
- C. The District will provide employees with the ability to have their pay checks electronically deposited in the banking institution of their choosing.
- D. A probationary employee willnot be eligible for the July 1 increase until he or she has completed the full probationary period. When the employee has completed the probationary period the raise will become effective with the next pay period.

Mileage

Employees required to use their personal vehicle for school business shall be reimbursed for their mileage at the rate of \$0.31 per mile.

Health and Safety

- A. The Employer may establish rules governing health, safety, and sanitary conditions which shall be compiled with by the employees and the Union.
- B. The employees must report any injuries due to work or incurred while working, to their supervisor and the Superintendent's office within twenty-four (24) hours of the time the injury is sustained.

- C. The Employer shall supply to employees any protective devices which the Employer requires the employees to wear or use. Employees will be responsible for the proper use and care of protective devices and may be required to pay the replacement cost for items lost or damaged.
- D. Employees may be required to wear a designated mode of dress. Employees shall be responsible for the cost of their work clothing. Employees may be required to wear uniforms. The Employer shall be responsible for the cost of the uniforms.

Physicals

- A. Physical Fitness New Employees All new Employees are required to provide evidence of physical fitness on the Physical Examination Report provided by the Employer. Said report shall be filed in the Administrative Office within thirty (30) days from the commencement of the initial employment.
- B. Physical Fitness Continuing Employees All continuing Employees except bus drivers shall be required to have a physical examination every three (3) years or as the Employer may direct, on the Physical Examination Report provided by the Employer. Bus Drivers shall have physical examinations as directed by the employer. Thirty-five dollars (\$35) of the cost of the examination required by the Employer shall be paid by the Employer. Up to ten dollars (\$10) shall be paid for an Employer required urinalysis. To be valid the Employee shall submit the Physical Examination Report to the Employer no early than June 15th and no later than August 15th of the year in which the exam is required.

The Employer may require other special health examinations which shall be at the Employer's expense.

Insurance

The Employer agrees to provide all regularly scheduled full-time employees the following insurance protection: (Subject to terms of Carrier)

- 1. Health and Hospitalization Insurance The Employer will pay the costs of the premium for health insurance for Employees up to \$372.66 per month for 2006-2007 for single coverage and for family coverage up to \$762.47 per month. Each Employee covered by health and major medical insurance shall be insured with the carriers diagnostic, x-ray and laboratory services rider or its equivalent.
- 2. A flexible spending account will be made available to Employees subject to section 125 of the Internal Revenue Code. Employees who elect to set up a flexible spending account may use the account for insurance premiums, permitted medical care, or dependent care. The employer will provide \$2,654 during the 2006-2007 school year to be used for insurance premiums in the flexible spending account for each regularly scheduled full-time employee eligible for employer paid insurance. Dollars not used for premiums in the flexible spending account will revert to the employee as a cash benefit, prorated per pay period.
- 3. Deductibles/Benefits At least one of the health insurance plans shall have calendar year deductibles in the amount of \$250 per single and \$500 per family with an out-of-pocket limit of \$500 per single and \$1,000 per family and a 90/10 in-network co-insurance. Both of the health insurance plans shall provide for an unlimited lifetime maximum coverage.
- 4. Long Term Disability For 2006-2007, insurance coverage shall be provided as was applicable to the 2005-2006 school year. The benefit level shall be 66 2/3%.
- 5. Life Each Employee shall be covered by a term life in-

surance program paid for by the Employer that provides a minimum death benefit of \$30,000 double indemnity for accidental death. Employees may purchase additional increments of \$5,000 at their expense subject to the conditions of the carrier.

- 6. Coverage The Employer-provided insurance programs shall be for twelve (12) consecutive months. Employees new to the District shall be covered by the Employer-provided insurance, except LTD coverage, commencing with the first day of service as an Employee with the District as that coverage is described in the master insurance contract between the insurance carriers and the School District. Long term disability (LTD) insurance coverage for new employees of the District shall commence with the first day of actual service with the District as that coverage is described in the master insurance contract between the insurance carriers and the School District.
- 7. Continuation In the event than an Employee, absent because of illness or injury, has exhausted accrued sick leave, the above mentioned benefits shall continue throughout the balance of the school year at the Employee's expense and subject to the terms and provisions of the insurance carrier.

Employees on paid leave shall continue to have Employer contributions according to the level described above.

Employees on non-paid leave for one month or longer shall have the option to continue any or all of the Employer paid programs by paying premiums themselves to the Employer within thirty days of the billing date, subject to the terms and provisions of the insurance carrier.

The premiums that an Employee pays for continuation of Employer paid insurance while on unpaid leave, shall be prorated based upon total contract days served. Employees starting after the first or leaving prior to the last contract day

- shall also have Employer paid premiums paid on a prorated basis by the Employer.
- 8. Death Benefit The Employer shall maintain all existing Employer paid health and major medical family insurance benefits for the family of a deceased Employee for three months.

Seniority

- A. Seniority means an employee's length of continuous service with the Employer since his or her last date of hire.
- B. Probation. A new employee shall serve a probationary period of ninety-five (95) working days. Upon completion of the probationary period, the employee shall be put on a seniority list and the employee's seniority shall be determined from the employee's last date of hire. Probationary employees may be terminated for any reason without recourse to any procedures in this Agreement.
- C. Seniority List. The Employer shall post a seniority list at least once a year and shall send a copy of that list to the Union. The posted list shall list by job classification, all employees covered by this Agreement. The timeliness of a grievance concerning the seniority list shall be determined from the date the list is posted. The job classification shall be those set out on Schedule A. Additional classifications may be established by the Employer.
- D. Employees shall lose their seniority and the employment relationship may be broken and terminated in the following cases:
 - 1. Upon a voluntary or involuntary termination, except layoffs.
 - 2. Upon failure to return to work from an approved leave of absence.
 - 3. Upon failure to report for work following a layoff.
 - 4. Upon consecutive unemployment equal to the seniority acquired on the last day worked, but in no case to be less than six (6) months nor to exceed one (1) year.

Transfers

- A. Definition A transfer for the purposes of this Article shall mean the movement of an employee to a vacancy in another job classification; to another location in the district; to another shift; or from a part-time position to a "regularly scheduled full-time" position, (as defined in this agreement). Probationary employees are not eligible to apply for a transfer until the probationary period has expired.
- B. Limitations The Employer shall determine whether an opening or vacancy in a job classification exists. This Article shall not be construed as restricting the Employer from exercising its right to fill any vacancy with a temporary employee or to prohibit the Employer from directing the work of its public employees including the right to assign employees to the available work. Further, the Employer maintains the right to hire and assign new employees to any position, including a position which has been posted and for which current employees have applied, subject to the provisions of paragraph C.
- C. When the Employer determines there is a vacancy, notice of such vacancy will be posted in the District Administrative Office and sent to each building. Within five (5) days (or any longer period stated in the notice) from the date of the posting of said notice, any employee desiring to apply for the vacancy shall do so by filing a written statement with the office or person stated in the notice. Each applicant shall be notified when the position is filled.

Employees shall be selected to fill a vacancy based upon their qualifications. When two or more applicants are deemed to have relatively equal skill and ability and meet the posted job requirements, seniority shall be controlling.

D. Summer — During the summer months, any notice of vacancy shall be posted in the District Administration Offices. Employees wishing to be kept informed during the summer months of specific vacancies within the District for which they are qualified shall

file a written request in the Administration Offices of the District prior to the last day of scheduled classes.

Staff Reduction

- A. Procedures Whenever a layoff occurs, probationary employees in the job classification shall be laid off first. If the remaining employees within the affected job classification are equally qualified as determined by the Employer to perform the work available, then the least senior employee in that job classification shall be laid-off first. If the qualifications of the employees within the job classification are not equal as determined by the Employer, then the District shall have the right to reduce the least qualified employee regardless of seniority. The parties agree that the classification of "associate" includes a diversified range of duties. Consequently, no associate shall have the right to displace any other associate regardless of seniority.
- B. Recall Employees laid off pursuant to this policy shall have recall rights to positions within the classification from which they were laid off for one year from the effective date of their lay off, and if qualified for the position as determined by the Employer, shall be recalled in the reverse order of lay off. Employees laid off from the "associate" classification may have talents unique to the type of associate work previously performed. Therefore, an associate shall not have a right to recall but, if on layoff as a result of staff reduction, shall have, for one year from the effective date of his or her layoff, a right to notice of open positions within the associate classification.
- C. Employees on layoff shall notify the Superintendent or designated representative of their availability for recall and must keep their addresses and phone numbers known to the Employer to remain eligible for recall. Any change of address must be in writing.
- D. Laid-off employees must report for work within five (5) working days after notice is sent by certified or registered mail to the employee's last known address informing him/her to report

for work. If an employee does not report as required under this section, the employment relationship may be terminated at the Employer's discretion.

E. Before June 15th, the Employer shall inform Associates whether the Employer has an expectation of reemploying the Associate during the following school year. The expectation of reemploying the associate is not a contract of employment and represents only an estimate of the Employer's personnel needs.

Grievance Procedure

A. Definitions

- 1. A grievance is a claim by an employee, a group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- 2. Aggrieved Person is the Employee or Employees or the Union making the complaint.
- The term "days", used in this Article, shall be school days: except that it shall mean weekdays when schools are in summer recess.
- 4. Party in Interest. A "party in interest" is the person or persons filing the grievance and any person, including the Union or District, who might be required to take action, or against whom action might be taken in order to resolve the grievance.

B. Structure

Nothing herein contained shall be construed to prevent any individual Employee from presenting a written grievance and having the grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement. If such adjustment would affect the interpretation of the

Agreement, the Superintendent of their designee will inform the Union, and will meet and discuss the matter with its representative prior to such adjustment. No such individual Employee may, however, be represented by an officer, agent, or member of another Union.

C. Time Limits

If the aggrieved person fails to act on any grievance within the prescribed time limits, they bar themselves from further appeal. Likewise, a supervisor's failure to give a written decision within the prescribed time limits shall permit the grievant to proceed to the next level. Furthermore, the filing of the written grievance at LEVEL TWO must be within fifteen (15) days of the alleged grievance.

1. LEVEL ONE — INFORMAL

An Employee with a grievance shall first discuss it with their supervisor in charge or their designee, either directly or along with the Union's designated representative, with the objective of resolving this matter informally.

2. LEVEL TWO — FORMAL

If, as a result of the informal discussion with their supervisor in charge or their designee at LEVEL ONE, a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Union on the form set forth in Schedule A. The grievance form shall be available from the Union steward or District Office. A copy of the grievance form shall be delivered to the appropriate supervisor or their designee. If the grievance involves more than one school building, it may be filed with the Superintendent or designee.

The appropriate supervisor in charge or their designee, shall indicate his or her disposition of the grievance in writing within ten (10) days of the presentation of the formal grievance

and shall furnish a copy to the grievant, and their building grievance representative.

If the aggrieved person or the Union is not satisfied with the disposition of the grievance, the grievance shall be transmitted to LEVEL THREE.

3. LEVEL THREE — SUPERINTENDENT

In the event a grievance has not been satisfactorily resolved at LEVEL TWO, the aggrieved person shall file, within five (5) school days of the supervisor's written disposition, or within five (5) school days after the prescribed time limit for the supervisor's written decision, a copy of the grievance to the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved person, either directly or along with the Union's designated representative, shall meet with the Superintendent or their designee to resolve the grievance, and the Superintendent or their designee shall file a disposition. The disposition shall be in writing and shall contain an explanation of the disposition. However, either party may submit additional rationale for their position should the grievance go to arbitration. A copy shall be given to the grievant and the Union's grievance representative.

If the aggrieved person or the Union is not satisfied with the position of the grievance, the grievance shall be transmitted to LEVEL FOUR.

4. LEVEL FOUR — BINDING ARBITRATION

a. The aggrieved person and the Union shall meet within five (5) days of the disposition of the grievance or within five (5) days after the prescribed time limit for the Superintendent's written decision to discuss the merits of submitting the grievance to arbitration. If the Union determines that the grievance is meritorious, it may submit the grievance to arbitration within the said five (5) days.

- b. The arbitrator may be selected by mutual agreement of the parties. If agreement on the arbitrator is not reached within ten (10) days after the call for arbitration, either party may request a list of seven (7) arbitrators from the American Arbitration Association or the PERB. The parties shall determine by lot which party shall have the right to remove the first name from the list. After alternate striking, the person whose name remains shall be the arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Employer and the Union, hold hearings promptly, and shall issue his or her decision not later than fifteen (15) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator shall be without power or authority to make any decision which requires the commission of an act which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Employer and the Union and shall be final and binding on the parties.
- d. Expenses for the arbitrator's services shall be borne equally by the Employer and the Union; any other expenses incurred shall be paid by the party incurring same.

D. Miscellaneous

- 1. Meetings and Hearings. All meetings and hearings after Level Two under this procedure shall be conducted in private, upon request, and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.
- 2. Failure of the person deciding the grievance at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure by the aggrieved person at any step to appeal within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and shall act as a complete bar to any

further appeal.

- 3. Time limits at any level may be extended by mutual agreement of the parties involved. Such agreement must be in writing.
- 4. When it is necessary to attend grievance meetings scheduled by supervisors or the Superintendent during the work day, the employees shall be released from their assignments without loss of pay. Any named grievants and one Union representative shall be released to attend grievance hearings if scheduled during the work day.

The parties agree that grievance matters, including grievance hearings, shall be scheduled outside the work day whenever possible.

Compliance Clauses and Duration

A. Savings Clause

In the event that any provision of this Agreement shall become void or illegal during the time of this agreement, such provision shall become inoperative and immediately subject to renegotiation but all other provisions of this agreement shall remain in force and effect for the duration of this Agreement.

B. Finality and Effect

- 1. This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- 2. By mutual agreement, this Agreement may be amended or modified and such amendments or modifications shall become part of this Agreement when signed and ratified by both parties.

C. Duration

This Agreement shall be effective as of July 1, 2006 and continue in effect until June 30, 2008 except as provided below.

This Agreement shall automatically continue in force and effect for additional one year periods, except as may be amended, modified, or substituted upon the request of either party to re-open negotiations, which request shall be given no later than October 1, 2006. However, Insurance and Wages shall be subject to renegotiation for the periods July 1, 2007 to June 31, 2008 upon the request of either party given no later than October 1, 2006.

Signature Clause	
	eties hereto have caused this espective Representatives, and their the <u>3379</u> day of <u>May</u>
Ankeny Community School District By Hay Hayman By	Public Professional and Maintenance Employees Local 2003 By August By By

Letter of Understanding

In the event the pending Prohibited Practice Complaint, Case Number 7080, is resolved in the favor of the Union during the term of this agreement, the parties mutually agree to reinstate the Transportation article to the collective bargaining agreement, as it was in effect on July 1, 2004.

Ankeny Community Schools Support Staff Schedule 2006-07

		Minimum Pay For	Hiring Maximum For
Job Classification	Entry Level	Returning Employees	Experience Credit
Associate	10.97	11.17	
Custodian Head Custodian Lt. Duty Custodian	12.17 13.02	12.37 13.22	
Laundry	10.27	10.47	
Maintenance Utility	15.17 11.67	15.37 11.87	19.32
Mechanic Print Shop Network Manager	16.62 12.17	16.82 12.37 15.87	19.02
Secretary	12.12	12.32	
Sign Language	18.72	18.92	
Cook Asst. Manage Food Delivery Cook-Certified Cook-Non-Certified		14.77 13.47 13.82 13.47	
Activity Driving	11.20		

Employees returning to the District shall be paid either the minimum rate for returning employees, or their current rate plus $50\$ ¢ per hour, whichever is greater. Returning Custodians and Certified Cooks will get and additional $5\$ ¢ per hour.

Ankeny Community Schools 12 Month Employees 2006-2007

2006 July	17 1		TH 6 [13 20 27	7 14 21 28	WD 3 8 13 18 19	HD 2	2007 Jan.	M 1 8 15 22 29	9 16 23 30	3 10 17 24 31	TH 4 11 18 25	F 5 12 19 26	WD 126 131 136 141 144	HD 9
Aug.	7 8 14 1 21 2	1 2 8 9 5 16 22 23 29 30	3 10 17 24 31	4 11 18 25	23 28 33 38 42		Feb.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22	2 9 16 23	146 151 156 161 164	
Sept.	11 1 18 1	5 6 12 13 19 20 26 27	7 14 21 28	1 8 15 22 29	43 47 52 57 62	3	Mar.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	9 16 23 30	166 171 176 180 185	10
Oct.	9 1 16 1 23 2	3 4 10 11 17 18 24 25 31	5 12 19 26	6 13 20 27	67 72 77 82 84		Apr.	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	190 195 200 205 206	
Nov.	13 2 20 2	1 7 8 14 15 21 22 28 29	_	3 10 17 24	87 92 97 100 104	5	May	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	210 215 220 225 228	11
Dec.	11 18	5 6 12 13 19 20 26 27	21	1 8 15 22 29	105 110 115 120 123	7	June	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	229 234 239 244 249	

249 11 Holidays 260 Total

Ankeny Community Schools Building Secretaries 2006-2007

2006 July	M 3 10 17 24 31	T 4 11 18 .25	W 5 12 19 26	TH 6 13 20 27	F 7 14 21 28	W D	HD	2007 Jan.	M 1 8 15 22 29	9 16 23 30	3 10 17 24 31	TH 4 11 18 25	F 5 12 19 26	WD 105 110 115 120 123	HD
Aug.	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 10 15 20 24		Feb.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22	2 9 16 23	125 130 135 141 144	
Sept.	11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	25 29 34 39 44		Mar.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	9 16 23 30	145 150 155 155 160	
Oct.	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	49 54 59 64 66		Apr.	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	165 170 175 179 180	
Nov.	6 13 20 27	7 14 21 28	1 8 15 22 29	9 16 23 30	3 10 17 24	70 74 79 82 86		Мау	7 14 21 28	1 8 15 22] 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	184 189 194 199 202	
Dec.	4 11 18 25	5 12 19 26	6 13 20 27	21	1 8 15 22 29	87 92 97 102 102		June	4 11 18 25	5 12 19 26	6 13 20 27	21	1 8 15 22 29		

202 0 or 2 Holidays (See 2006-2008 Master Contract) 202 Total

Ankeny Community Schools Associates 2006-2007

2006 July	M 3 10 17 24 31	T 4 11 18 25	W 5 12 19 26	TH 6 13 20 27	F 7 14 21 28	WD	HD	2007 Jan.	M 1 8 15 22 29	7 2 9 16 23 30	3 10 17 24 31	TH 4 11 18 25	F 5 12 19 26	90 95 100 105 108	HD
Aug.	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	2 7 11		Feb.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22	2 9 16 23	110 115 120 124 127	
Sept.	11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	12 16 21 26 31		Mar.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	9 16 23 30	128 133 138 138 143	
Oct	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	36 41 46 51 53		Apr.	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	148 153 158 162 163	
Nov.	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24	55 59 64 67 71		May	7 14 21 28	1 8 15 22] 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	167 172 177 181	
Dec.	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	72 77 82 87 87		June	4 11 18 25	5 12 19 26	6 13 20 27	21	1 8 15 22 29		

0 or 2 Holidays (See 2006-2008 Master Contract)
181 Total

Ankeny Community Schools Food Service 2006-2007

2006 July	3 10 1 17 1	T W 4 5 11 12 18 19 25 26	6 13 20	F 7 14 21 28	WD	HD	2007 Jan.	M 1 8 15 22 29	7 9 16 23 30	3 10 17 24 31	TH 4 11 18 25	F 5 12 19 26	91 96 101 106 109	HD
Aug.	7 14 21	1 2 8 9 15 16 22 23 29 36	3 24	4 11 18 25	1 3 8 12		Feb.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22	2 9 16 23	111 116 121 125 128	
Sept.	18	5 6 12 1 19 2 26 2	3 14 0 21	1 8 15 22 29	13 17 22 27 32		Mar.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	9 16 23 30	129 134 139 139 144	
Oct.	16 23	3 4 10 1 17 1 24 2 31	1 12 8 19	6 13 20 27	37 42 47 52 54		Apr.	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	149 154 159 163 164	
Nov.	6 13 20 27	7 1 14 1 21 2	1 2 3 9 5 16 2 23 9 30	3 10 17 24	56 60 65 68 72		May	7 14 21 28	1 8 15 22] 29	2 9 16 23 30	24	4 11 18] 25	168 173 178 182	
Dec.	4 11 18 25	12 1 19 2	6 7 3 14 20 21 27 28	1 8 15 22 29	73 78 83 88 88		June	4 11 18 25	5 12 19 26	6 13 20 27	21	1 8 15 22 29		

182 <u>0 or 2</u> Holidays (See 2006-2008 Master Contract) 182 Total

Ankeny Community Schools Lt. Duty Custodian 2006-2007

2006 July	M 3 10 17 24 31	T 4 11 18 25	W 5 12 19 26	TH 6 13 20 27	F 7 14 21 28	WD	HD	2007 Jan.	M 1 8 15 22 29	7 2 9 16 23 30	3 10 17 24 31	TH 4 11 18 25	F 5 12 19 26	W D 99 104 109 114 117	HD
Aug.	7 14 21 28	1 8 15 22 29	9 16 23 30	3 10 17 24 31	4 11 18 25	3 8 13 18 22	,	Feb.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22	2 9 16 23	119 124 129 133 136	
Sept.	11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	23 27 32 37 42		Mar.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	9 16 23 30	137 142 147 147 152	
Oct.	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	47 52 57 62 64		Apr.	2 9 16 23 30	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	157 162 167 171 172	
Nov.	6 13 20 27	7 14 21 28	1 8 15 22 29	9 16 23 30	3 10 17 24	66 68 73 76 80		May	7 14 21 28	1 8 15 22] 29	2 9 16 23 30	3 10 17 24 31	4 11 18 J 25	176 181 186 190	
Dec.	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	81 86 91 96 96		June	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29		

190 <u>0 or 2</u> Holidays (See 2006-2008 Master Contract) 190 Total

Ankeny Community Schools 12 Month Employees 2007-2008

2007 July	M 2 9 16 23 30	T 3[10 17 24 31	4 11 18 25	TH 5 12 19 26	6 13 20 27	WD 4 8 13 18 20	HD 1 2	2008 Jan.	21	1 8 15 22 29	9 16 23 30	TH 3 10 17 24 31	F 4 11 18 25	WD 124 129 134 139 143	HD 11
Aug.	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	23 28 33 38 43		Feb.	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	144 149 154 159 164	
Sept.	10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	47 52 57 62	3	Mar.	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	169 174 178 183 184	12
Oct.	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	67 72 77 82 85		Apr.	7 14 21 28	1 8 15 22 29	9 16 23 30	3 10 17 24	4 11 18 25	188 193 198 203 206	
Nov.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	87 92 97 100 105	5	Мау	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	208 213 218 223 227	13
Dec.	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	110 115 120 122 122	8 9	June	2 9 16 23 30	3 10 17 24	4 11 18 25	12 19	20	232 237 242 247 252	

252 Workdays 13 Holidays 265 Total

Ankeny Community Schools Building Secretaries 2007-2008

2007 July	2 9 16 23 30	T 3 10 17 24 31	W 4 11 18 25	TH 5 12 19 26	F 6 13 20 27	W D	HD	2008 Jan.	M 7 14 21 28	1 8 15 22 29	9 16 23 30	TH 3 10 17 24 31	F 4 11 18 25	WD 103 108 113 118 122	HD 2
Aug.	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	5 10 15 20 25		Feb.	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	123 128 133 138 142	
Sept.	10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	29 34 39 44		Mar.	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	147 152 152 157 158	
Oct.	1 8 15 22 29	2 9 16 23 30		4 11 18 25	5 12 19 26	49 54 59 64 67		Apr.	7 14 21 28	1 8 15 22 29	9 16 23 30	3 10 17 24	4 11 18 25	162 167 172 176 179	
Nov.	5 12 19 26	6 13 20 27	14 21	15 22	9 16 23 30	68 73 78 81 86		Мау	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	181 186 191 196 200	
Dec.	3 10 17 24 31	4 11 18 25	12 19	13 20	7 14 21 28	91 96 101	1	June	2 9 16 23 30	17 24		12 19	20	202	
							20	2 Holiday	s (See	200	6-200	08 Ma	aster (Contra	ct)

204 Total

Ankeny Community Schools Associates 2007-2008

2007 July	M 2 9 16 23 30	T 3 10 17 24 31	W 4 11 18 25	TH 5 12 19 26	F 6 13 20 27	WD	HD	2008 Jan.	M 7 14 21 28	T 1 8 15 22 29	9 16 23 30	TH 3 10 17 24 31	F 4 11 18 25	WD 89 94 99 104 108	HD
Aug.	6 13 20 27	7 14 21 28	1 8 15[22 29	2 9 16 23 30	3 10 17 24 31	2 7 12		Feb.	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	109 114 119 123 127	
Sept.	10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	16 21 26 31		Mar.	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	132 137 137 142 143	
Oct.	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	36 41 46 50 53		Apr.	7 14 21 28	1 8 15 22 29	9 16 23 30	3 10 17 24	4 11 18 25	147 152 157 161 164	
Nov.	5 12 19 26	6 13 20 27	7 14 21 28		9 16 23 30	54 59 64 67 72		May	12 19 26	13 20	14 21	15 22	9 16 23	166 171 176 181 182	
Dec.	3 10 17 24 31	4 11 18 25	5 12 19 26	13 20	7 14 21 28	82 87		June	2 16 23 30	10 17 3 24	11	12 19	13 20		

182 <u>0 or 1</u> Holidays (See 2006-2008 Master Contract) 182 Total

Ankeny Community Schools Food Service 2007-2008

2007 July	2 9 16 23 30	7 3 10 17 24 31	W 4 11 18 25	TH 5 12 19 26	F 6 13 20 27	WD	HD	2008 Jan.	M [7 14 21 28	T 1 8 15 22 29	9 16 23 30	TH 3 10 17 24 31	F 4 11 18 25	90 95 100 105 109	HD
Aug.	6 13 20 27	7 14 21 28	1 8 15 22 29	9 16 23 30	3 10 17 24 31	1 3 8 13		Feb.	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	110 115 120 124 128	
Sept.	3 10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	17 22 27 32		Маг.	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	133 138 138 143 144	
Oct.	1 8 15 22 29	9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	37 42 47 51 54		Apr.	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24	4 11 18 25	148 153 158 162 165	
Nov.	5 12 19 26	6 13 20 27	7 14 21 28	1[8 15 22 29	9 16 23 30	55 60 65 68 73		May	5 12 19 26	13 20	7 14 21 28	1 8 15 22 29	9 16 23 30	167 172 177 182 183	
Dec.	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	78 83 88 88 88		June	2 9 16 23 30	10 17 24	11 18	12 19	20		

0 or 1 Holidays (See 2006-2008 Master Contract)
180 Total

Ankeny Community Schools Lt. Duty Custodians 2007-2008

2007 July	M 2 9 16 23 30	T 3 10 17 24 31	W 4 11 18 25	TH 5 12 19 26	F 6 13 20 27	WĐ	HD	2008 Jan.	M 7 14 21 28	T 8 15 22 29	9 16 23 30	TH 3 10 17 24 31	F 4 11 18 25	WD 99 104 109 114 118	HD
Aug.	6 13 20 27	7 14 21 28	1 8 15 22 29	9 16 23 30	3 10 17 24 31	2 7 12 17 22		Feb.	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 [28 [1 8 15 22 29	119 124 129 133 137	
Sept.	10 17 24	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	26 31 36 41		Mar.	3 10 17 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	142 147 147 152 153	
Oct.	1 8 15 22 29	2 9 16 23 30	3 10 17 24 31	4 11 18 25	5 12 19 26	46 51 56 60 63		Apr.	7 14 21 28	1 8 15 22 29	9 16 23 30	3 10 17 24	4 11 18 25	157 162 167 171 174	
Nov.	5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	64 69 74 77 82		May	5 12 19 26	13 20	7 14 21 28	1 8 15 22 29	2 9 16 23 30	176 181 186 191 192	
Dec.	3 10 17 24 31		12 19	6 13 20 27	7 14 21 28	87 92 97 97 97		June	2 9 16 23 30	10 17 24	11 18	12 19	13 20		

190 <u>0 or 1</u> Holidays (See 2006-2008 Master Contract) 190 Total

Ankeny Community School District



306 S.W. School Street • P.O. Box 189 • Ankeny, IA 50021-0189

Ankeny Community School District does not discriminate based on gender, race, national origin, creed, age, marital status, or disability. Inquires and grievences may be directed to the Affirmative Action Coordinator, Ankeny Community School District, 306 S.W. School Street, Ankeny, Iowa 50023-3033, (515) 965-9600, or the Director of the Region VII Office of Civil Rights, Department of Education, Kansas City, Missouri.